

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**



RE: *Coppedge vs. DAVID YURKIE, C.A. No. 1:07-cv-846-GMS-MPT*
Coppedge vs. CITY OF PHILADELPHIA, C.A. NO. 07-684-GMS-MPT
Coppedge vs. LEATHERMAN, C.A. NO. 07-763-GMS-MPT

AFFIDAVIT
OF NON RESPONSE NOTICE FOR CONFESSION OF ARBITRATION
SETTLEMENT STIPULATIONS

To the Clerk of Court:

ESQUIRES MICHAEL R. ROBINSON AND FRANK LOVE OF SAUL
EWING LLC has failed to comply with the Affidavit of Tortious Interference claim
number: 08-298 dated May 13, 2008. Their omissions to produce a valid contract
between **Coppedge Real Estate, LLC/James Coppedge** between us concerning the
irrevocable contracts with the above DEFENDANTS allowing tortious interference has
not been produced. The CITY OF PHILADELPHIA'S \$10 Million Dollar Judgment
stands as law by Default Term Stipulations. The same is true with the other
DEFENDANTS

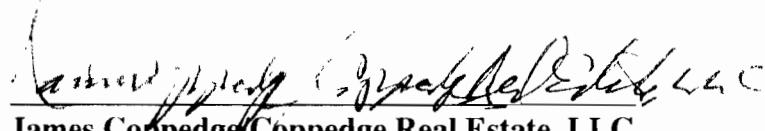
For example, MICHAEL R. ROBINSON, ESQUIRE sabotaged the ORDER to reschedule the teleconference under JUDGE THYNE for February, 2008 (See Exhibit 3), regarding arbitration and settlement for **Coppedge** vs. the CITY OF PHILADELPHIA under Federal JUDGE THYNAE. ESQUIRES MICHAEL R. ROBINSON AND FRANK LOVE OF SAUL EWING LLC received first notice of tortuous interference of **Coppedge** vs. CITY OF PHILADELPHIA, ET AL delivered by Certified Mail on April 17, 2008 (See Exhibit 1). They had time and the opportunity of 72 hours from the date they received the Affidavit to produce such a contract with me prior to anything I filed in Federal Court authorizing Tortuous Interference in the contractual relationships with the above-captioned reference cases determined by default silence with the DEFENDANTS failures to answer any Affidavits. This agreement by silence was established by the DEFENDANTS neglect to comply with the claim and makes it therefore irrevocable and valid under Title 9 USC Section 1 & 2 and is not subject to FRCP 12 B 6 or any other defense under FRCP which is waived by silence. ATTORNEYS ROBINSON AND LOVE are sued for One Hundred Thousand US Dollars each and SAUL EWING, LLP is sued for Five Hundred US Dollars.

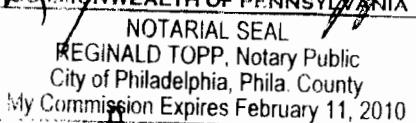
Absolutely no administrator can accept any motions for any reason on behalf of the DEFENDANTS adjudicative contract mutually agreed and settled. The monies are due immediately without delay under Compulsory Arbitration under Title 9 USC. The Summons and Complaint was served on May 28, 2008 (See Exhibit 2). As of this 25 day June, 2008 there is still no compliance with the above claim.

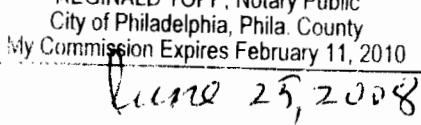
STATE OF PENNSYLVANIA, PHILADELPHIA COUNTY

Before me came **James Coppedge** the claimant / victim JUDGMENT CREDITOR party with satisfactory evidence of who he is and his claims certified June 25, 2008.

I, **James Coppedge** due certify and affirm that I have received no contract(s) from the DEFENDANTS MICHAEL R. ROBINSON and FRANK LOVE in conjunction with SAUL EWING JUDGMENT DEBTORS, authorizing my giving them permission for tortious interference with the above captioned reference cases. As of this 25 day of June, 2008. The facts stand as stipulated under the Maritime Contract.


James Coppedge/Coppedge Real Estate, LLC




June 25, 2008

Certification of Service

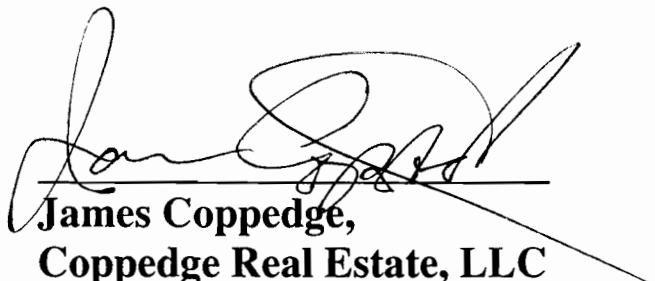
From

James Coppedge
3742 N. 18th Street /1A
Philadelphia, PA 19140

To

MICHAEL R. ROBINSON, ESQUIRE
222 DELAWARE AVENUE
SUITE 1200
WILMINGTON, DELAWARE 19801

Service by: FED EX MAIL



**James Coppedge,
Coppedge Real Estate, LLC**

CC: US District Court of Delaware
Clerk of Court
Lockbox 18
844 King Street
Wilmington, DE 19801

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

James Coppedge on behalf of)	
Coppedge Real Estate, LLC)	
Plaintiff)	
)	Pro Per
)	CASE NO: 1-08-CV-00289-GMS
Vs.)	
)	
)	
)	
SAUL EWING, LLP,)	
MICHAEL R. ROBINSON)	
& FRANK LOVE)	
DEFENDANTS)	

RE: Coppedge vs. DAVID YURKIE, C.A. No. 1:07-cv-846-GMS-MPT
Coppedge vs. CITY OF PHILADELPHIA, C.A. NO. 07-684-GMS-MPT
Coppedge vs. LEATHERMAN, C.A. NO. 07-763-GMS-MPT

ORDER

AND NOW, on this _____ day of June, 2008 upon consideration of the Plaintiff's Affidavits of Non-Response notice for confession of arbitration settlement stipulation, it is so ORDERED that the DEFENDANTS failed to produce a contract. Therefore, it is ORDERED that the stipulation for payment is GRANTED without prejudice.

By order of the court

US District Judge

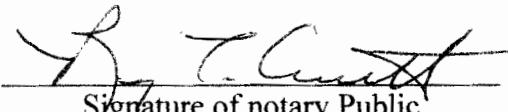
EXHIBIT 1

CERTIFICATION OF NON-RESPONSE

Benjamin T. Garrett a Notary Public, do hereby certify and affirm that I have received no response to **Coppedge Real Estate, LLC/James Coppedge's Affidavit of Tortious Interference Contractual Relations Claim** from FRANK LOVE, ESQ, MICHAEL R. ROBINSON, ESQ, NOR SAUL EWING, LLP as of

22nd day of APRIL 2008.

WITNESS my hand and official seal.



Signature of notary Public *conveyed
07-06-08*

Windswept Ent. Ltd. Inc.
251 N. Dupont Hwy
Dover, Delaware 19901

7004 2510 0004 7620 60413

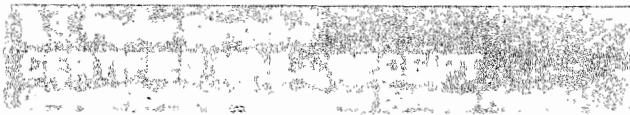
WILMINGTON DE 19801

\$0.41
\$2.65
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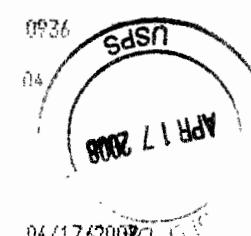
04/17/2008

Saul Ewing Esp
222 Delaware Ave, 6th fl.
Wilmington, DE 19801-1611



WILMINGTON DE 19801

\$0.41
\$2.65
\$2.15
\$0.00
\$5.21



04/17/2008

Michael P. Robinson
222 Delaware Ave, 6th fl.
Wilmington, DE 19801-1611

7004 2510 0004 7620 60414

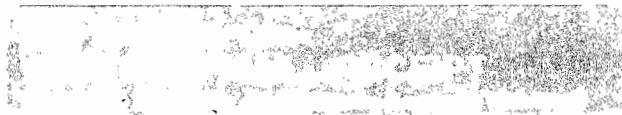
PHILADELPHIA PA 19102

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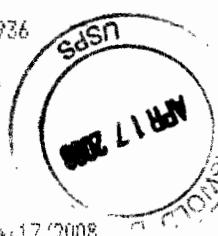
04/17/2008

Frank T. Lig. Corp. b/ West
1500 Market St 3rd Fl
Phila, PA 19102-2186



PHILADELPHIA PA 19102

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\$0.00
\$5.21



04/17/2008

To Clerk of Court Dist Court 45
6th market Street
Phila, PA 19102

7004 2510 0004 7620 60415

Coppedge Republic State
251 N. Dupont Highway
PMB #120
Dover, Delaware 19901
April 14, 2008

MICHAEL R. ROBINSON
222 Delaware Avenue Suite 1200
Wilmington, DE 19801-1611

AFFIDAVIT OF TORTIOUS INTERFERENCE CLAIM

Dear ATTORNEY ROBINSON:

Please be advise that neither you nor SAUL EWING. LLP have a contract with me or **Coppedge Real Estate, LLC.** **Coppedge Real Estate, LLC** has a contract with the CITY OF PHILADELPHIA ,et al as stated in the Contract Complaint No. 1250, No. 07-684. 07-763, and 07-846. We do not have a contract with you nor will we form one over this matter. As a consequence of this tortuous interference contractual relations claim, you have no jurisdiction or right to interfere with this irrevocable contract, no jurisdiction or right to request or file anything in this case, and no legal standing. Therefore, you have seventy-two (72) hours from receipt of this letter to produce a contract prior to anything I filed in Federal Court between us or face default terms for interfering with our contract; namely,

1. You and your law firm may face civil and criminal sanction for interfering with an International irrevocable contract.
2. You may be liable for tortious interference under Title 42: 241 and 242.
3. An Admiralty Marine lien may be placed against the firm itself.
4. You may be ordered to appear before the U. S. CONGRESS to face additional charges.

5. If you should ignore the default terms listed in this affidavit, you still may be held to the irrevocable terms.

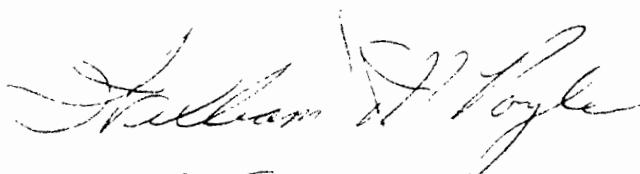
6. If you should ignore the default terms listed in this affidavit, you waive any rights to use FRP Rule 12(B), and also you waive proof of service. Registered or certified mail will be considered good service without question.

Kindly respond to the Notary Public named below:

Yours in Christ,



James Coppedge, L.S



4-17-08



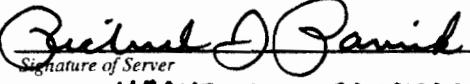
Kent St
exp 8-29-09

Windswept Ent. Ltd. Inc.
251 N. Dupont Hwy
Dover, Delaware 19901



EXHIBIT 2

AO 440 (Rev. 8/7/1) Summons in a Civil Action

RETURN OF SERVICE		
Service of the Summons and complaint was made by me ⁽¹⁾	DATE	5-28-08
NAME OF SERVER (PRINT)	TITLE	
RICHARD J PANICK	COURIER	
Check one box below to indicate appropriate method of service		
<input checked="" type="checkbox"/> Served personally upon the defendant. Place where served: <u>M. ROBINSON ESQ</u> <u>222 DELAWARE AVE WILMINGTON DE.</u>		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left: _____		
<input type="checkbox"/> Returned unexecuted _____ _____ _____		
<input type="checkbox"/> Other (specify) _____ _____ _____		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.		
Executed on	5-28-08	 Signature of Server HEAVENSENT COURRIES 17TH & WASHINGTON ST.S PHILA. PA Address of Server

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

SAO 440 (Rev. 8/2000) Returns in a Civil Action

RETURN OF SERVICE

Service of the Summons and complaint was made by me ⁽¹⁾	DATE
	5-28-08
NAME OF SERVER (PRINT)	TITLE
RICHARD J PANICK	COURIER
Check one box below to indicate appropriate method of service	
<input type="checkbox"/> Served personally upon the defendant. Place where served: _____	
<input checked="" type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.	
Name of person with whom the summons and complaint were left: G. WILLIAMS FRT DSK / FOR FRANK LOVE SAUL EWING 1500 MARKET ST PHILA PA	
<input type="checkbox"/> Returned unanswered _____	
<input type="checkbox"/> Other (specify) _____	

STATEMENT OF SERVICE FEES

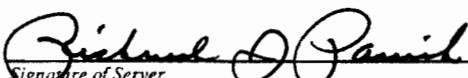
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on

5-28-08

Date



Signature of Server

**HEAVEN SENT COURIERS
17TH + WASHINGTON ST.S
PHILA. PA**

Address of Server

EXHIBIT 3

Case 1:07-cv-00684-***-MPT Document 21 Filed 01/24/2008 Page 1 of 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JAMES COPPEDGE ON BEHALF OF
COPPEDGE REAL ESTATE, LLC,

Plaintiff,

v C. A. No. 07-684-***

CITY OF PHILADELPHIA,

Defendant.

JAMES COPPEDGE ON BEHALF OF
COPPEDGE REAL ESTATE, LLC,

Plaintiff,

v C. A. No. 07-763-***

GERALD D. LEATHERMAN, ESQUIRE,
DEPUTY CITY SOLICITOR, CITY OF
PHILADELPHIA, PENNSYLVANIA LAW
DEPARTMENT,

Defendant.

ORDER

At Wilmington, this 24th day of January, 2008.

The court received a letter from plaintiff dated January 21, 2008 (DI 18) requesting a continuance of the January 28, 2008 teleconference. The teleconference with Judge Thyng is scheduled for February 12, 2008 at 9:00 a.m. as set forth in the Court's Order dated January 15, 2008 (DI 15), not January 28, 2008. Therefore,

Case 1:07 cv-00684-***-MPT Document 21 Filed 01/24/2008 Page 2 of 2

IT IS ORDERED that the Rule 16 scheduling teleconference with Judge Thyng in the above matters, as set forth in the Court's Order dated January 15, 2008, shall go forward as previously scheduled for **Tuesday, February 12, 2008 at 9:00 a.m.**

Defense counsel shall initiate the teleconference call.

Local counsel are reminded of their obligations to inform out-of-state counsel of this Order. To avoid the imposition of sanctions, counsel shall advise the Court immediately of any problems regarding compliance with this Order.

/s/ Mary Pat Thyng
UNITED STATES MAGISTRATE JUDGE

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JAMES COPPEDGE ON BEHALF OF)
COPPEDGE REAL ESTATE, LLC,)
)
 Plaintiff,)
)
 v.) C.A. No.: 1:08-cv-00289-GMS
)
)
 SAUL EWING, LLP, MICHAEL R.)
 ROBINSON and FRANK LOVE,)
)
 Defendants.)

MOTION TO DISMISS

Defendants Saul Ewing, LLP, Michael R. Robinson, and Frank Love, by and through their undersigned counsel, hereby move that this Court dismiss the Complaint in this action with prejudice because:

1. Pursuant to FED. R. CIV. P. 12(b)(1) this Court lacks subject matter jurisdiction;
2. Pursuant to FED. R. CIV. P. 12(b)(2) this Court lacks personal jurisdiction over Love;
3. Pursuant to FED. R. CIV. P. 12(b)(3) this Court is not the proper venue for the present controversy, and
4. Pursuant to FED. R. CIV. P. 12(b)(6) the Complaint fails to state a claim upon which relief may be granted.

CANCELED

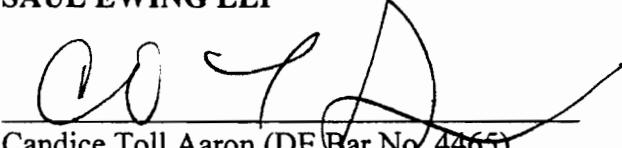
*CR 6/17/08
LUC
Coppedge Real Estate, LLC
James Coppedge
Natural personal (27) (35) NOTICE
UCC 1-201
Part for Value & Exempt from Levy*

DKT. NO. 7

DT. FILED 6/17/08
4.2.

Further grounds for this Motion are set forth in the Opening Brief in support hereof filed contemporaneously herewith.

SAUL EWING LLP


Candice Toll Aaron (DE Bar No. 4465)
222 Delaware Avenue, Suite 1200
P.O. Box 1266
Wilmington, DE 19899-1266
Telephone: (302) 421-6800
Facsimile: (302) 421-6813
Email: caaron@saul.com

*Counsel for Defendants Saul Ewing, LLP,
Michael R. Robinson and Frank Love*

Dated: June 17, 2008

6-24-08

C.R. Love
On file
CANCELLED

2008-06-24
James Coppedge
Coppedge Real Estate, LLC /
Natural personal non-surety
UCC 1-201 (27) (35) NOTICE
Accepted for Value & Exempt from Levy
PLC 6-24-08



Michael R. Robinson
 Phone: (302) 421-6895
 Fax: (302) 421-5888
 MRobinson@saul.com
 www.saul.com

June 12, 2008

VIA E-FILE & HAND DELIVERY

The Honorable Gregory M. Sleet
 United States District Court
 844 North King Street
 Wilmington, DE 19801

Re: *Coppedge v. Yurkie*, C.A. No. 1:07-cv-846-GMS-MPT
Coppedge v. City of Philadelphia, C.A. No. 07-684-GMS-MPT
Coppedge v. Leatherman, C.A. No. 07-763-GMS-MPT

Dear Chief Judge Sleet:

I write on behalf of the defendants in the above-captioned matters (collectively "Defendants") in response to several Affidavits and other papers provided by plaintiff James Coppedge. Specifically, Mr. Coppedge has filed a Certification of Non-Response, filed in C.A. No. 07-684 (D.I. 26), an Affidavit to Overturn Denied Default Judgment and a Certification of Non-Response, filed in 7-763 (D.I. 25 and D.I. 26, respectively), and a Certification of Non-Response filed in C.A. No. 07-846 (D.I. 17).

These filings reflect once again Mr. Coppedge's continued pattern of abuse of the judicial process and should be disregarded by the Court.¹ See Letter to the Court of March 18, 2008 in C.A. No. 07-684 (D.I. 24), in C.A. No. 7-763 (D.I. 23), and in C.A. No. 07-846 (D.I. 13). Mr. Coppedge again has failed to heed the Court's warning late last year that until the Court rules in his favor, such "repetitive motions or petitions [to enter judgment] will not be considered and will be summarily denied." Order dated 12/11/2007, C.A. No. 07-684 (D.I. 11). As there are pending meritorious motions to dismiss in each of these matters, the Court has obviously not ruled in Mr. Coppedge's favor. Thus, respectfully, Mr. Coppedge's continued filings in the referenced cases should be disregarded by the Court and "summarily denied."

¹ For some unknown reason, Mr. Coppedge filed my letter of March 18, 2008 with a stamp indicating that it was being "accepted for value" in the three cases. See C.A. No. 07-684 (D.I. 25), in C.A. No. 7-763 (D.I. 24), and in C.A. No. 07-846 (D.I. 14). It is unclear what Mr. Coppedge meant by that statement. Defendants are unable to respond to it. To the extent that Mr. Coppedge may be asserting some sort of contractual relationship, Defendants expressly deny that such relationship exists between Mr. Coppedge and defendants, joint or severally.

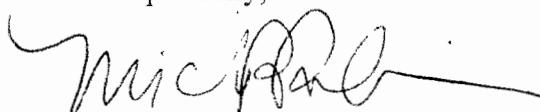
The Honorable Gregory M. Sleet
 United States District Court
 June 12, 2008
 Page 2

As Mr. Coppedge has not discontinued his harassment of the City of Philadelphia (the "City"), its employees, and now its legal counsel, Defendants respectfully request that the Court impose sanctions against Mr. Coppedge, or, at the very least, discontinue receiving filings from him. Courts faced with similar frivolous lawsuits have found that sanctions and an injunction of filings are proper remedies to address the sort of abuse of process Mr. Coppedge has engaged in. See, e.g., United States v. Kettler, 934 F.2d 326 (10th Cir. 1991) (imposing restrictions on future filings without express permission); United States v. McKinley, 53 F.3d 1170 (10th Cir. 1995) (granting request for sanctions and imposing injunction against future filings without express permission); United States v. Barker, 182 F.R.D. 661 (S.D. Ga. 1998) (same); United States v. Barker, 19 F.Supp.2d 1380 (S.D. Ga. 1998) (enjoining future filings without express permission and enjoining party from filing commercial liens based on failure to respond to a document against federal employees); United States v. Andra, 923 F.Supp. 157 (D. Id. 1996) (same); Stoecklin v. United States, 1997 WL 1039238 (M.D. Fla. 1997) (imposing sanctions for continued filing of frivolous motions). True and correct copies of these opinions are attached alphabetically at Exhibit A.

The rationale upon which courts have imposed sanctions and enjoined future filings in similar situations is equally applicable here. This is especially so in light of Mr. Coppedge's recent targeting of Saul Ewing with yet another frivolous and improper lawsuit instead of waiting for the disposition of the pending motions in the referenced cases. See Coppedge v. Saul Ewing, C.A. No. 08-289. Mr. Coppedge's mercenary use of litigation as a tool to intimidate and harass the City, its employees, and now their legal counsel, for doing their jobs is exactly the sort of behavior courts around the country have refused to condone and consider sanctionable. Like those courts, this Court should not allow (and, thereby, further encourage) Mr. Coppedge's continued excessive, inappropriate actions and intentional waste of resources by both this Court and Defendants.

As always, counsel remains available at the Court's convenience if Your Honor has any questions.

Respectfully,



Michael R. Robinson
 (Del. Bar No. 4452)

cc: Mr. James Coppedge
 (Via First Class U.S. Mail)

James Copper
3742 N. 18th St
Philadelphia PA 19140

US District Court of Delaware
To The Clerk of Court
Rock Box 18
844 King Street
Wilmington, DE 19801



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FOR PICKUP OR TRACKING CALL 1-800-234-2343



1000

MAIL		UNITED STATES POSTAL SERVICE ®	
		UNITED STATES POSTAL USE ONLY	
Post Office To Addressee		Delivery Attempt	
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		Employee Signature	
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Customer Use Only		WANDERS OF SIGNATURE (Checkmark If Applicable)	
		Additional instructions (Checkmark If Applicable)	
		If Additional instructions are checked, list instructions here	
Customer Use Only		PAYMENT BY ACCOUNT	
		Expenses via Corporate Acct No	
		Federal Agency Acct. No. or	
		Postal Service Acct. No	
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		Holiday <input type="checkbox"/>	
		Weekend <input type="checkbox"/>	
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		73 Clark Court	
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		844 King St	
		Ring 34 DE 19801	
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		19801	
		FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.	

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PRESS HARD. YOU ARE MAKING 3 COPIES.

— 5 —

8008

LEASE PRESS FIRMLY

PLEASE PRESS FIRMLY

The sender has requested notification upon delivery.

Name: _____